

COMMUNICATIONS SYSTEMS EASEMENT

\$ _____

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY
and other considerations _____

One _____ Dollars/ in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right-of-way and easement to construct, operate, maintain, inspect, test, replace and remove communications systems as the grantees may from time to time require, consisting of by way of example but not limited to underground lightwave fiber optics systems, cables, and wires, surface testing-terminals, manholes, markers and other appurtenances, upon, over and under a strip of land ~~twenty~~ ^{16 1/2} feet (20') wide across the land which the undersigned own or in which the undersigned have any interest, situated in DeSoto County, State of Mississippi, and more particularly described as follows: A 16 1/2 foot easement, the center line of which begins at a point 1030 feet north of the SE corner of the W 1/2 SW 1/4 of Section 13, Tws 2, Rge 8, where the buried communications cable cross grantors east line, thence west 38 feet, thence south 982 feet to a point 48 feet north of the center line of Star Landing Road, thence east parallel with and 8 feet north of the north right of way line of said road 38 feet to grantors east line together with the following rights; Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and, during construction only, within fifteen feet (15') thereof; and to install gates in any fences crossing said strip. The eastern boundary of said strip shall be parallel to and eight feet east of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals along said strip or in the vicinity thereof. The undersigned for my self, my heirs, executors, administrators, successors and assigns, hereby covenant that no physical structure or obstruction shall be erected or permitted on said strip and that no change will be made by grading or otherwise to the surface or subsurface of the ground immediately adjacent to said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid system.

SIGNED AND SEALED this 15th day of October, 19 86,
at _____

WITNESS:

<u><i>Sam S. McRae</i></u>	<u><i>Sara S. McRae</i></u> (Seal)
<u><i>Shirley Montfery</i></u>	<u>Sara S. McRae</u> (Seal)
_____	<u>Evelyn S. Morton</u> (Seal)
_____	<u><i>Evelyn S. Morton</i></u> (Seal)
_____	<u><i>Selby S. Hubbard</i></u> (Seal)
_____	<u>SELBY S. HUBBARD</u>

This Instrument Prepared by: Joel F. Walker
Title: Attorney
Address: Box 276
City, State: Hernando, Ms Zip Code: 38632
Telephone Number: (601) 368-5277
STATE OF Louisiana
COUNTY (PARISH) OF _____

This day personally appeared before me, the undersigned authority in and for said State and County, Sara S. McRae and Evelyn Morton and Selby S. Hubbard who acknowledged she signed and delivered the foregoing Easement on the day and year therein mentioned.

Given under my hand and seal of office this 15th day of October, 1986.

Joel F. Walker
Notary Public

My comm. expires:

W. Death

Filed @ 1145 P. M. 24 Oct. 1986
Recorded in book 190 Page 142
H. G. Ferguson, Chancery Clerk